DOCUMENT RESUME

ED 302 172 HE 022 124

AUTHOR Williams, Gwen B.
TITLE Collective Bargaining in Four Year Colleges: A Contract Analysis.
INSTITUTION City Univ. of New York, N.Y. Bernard Baruch Coll. National Center for the Study of Collective Bargaining in Higher Education and the Professions.
PUB DATE Sep 88
NOTE 10p.
AVAILABLE FROM National Center for the Study of Collective Bargaining in Higher Education and the Professions, Baruch College, 17 Lexington Ave., Box 322, New York, NY 10010 (annual subscription, $25.00; single copy, $5.00; free to Center members).
PUB TYPE Reports - Research/Technical (143) -- Collected Works - Serials (022)
JOURNAL CIT Newlsetter, National Center for the Study of Collective Bargaining in Higher Education and the Professions; v16 n4 Sep-Oct 1988

EDRS PRICE MF01 Plus Postage. PC Not Available from EDRS.
DESCRIPTORS Academic Freedom; Academic Standards; *Collective Bargaining; *College Faculty; Comparative Analysis; *Contracts; Contract Salaries; Faculty Promotion; *Faculty Workload; Grievance Procedures; Higher Education; Personnel Policy; Sabbatical Leaves; Teacher Rights; *Teaching Conditions; Tenure; Unions

ABSTRACT

The contracts at four-year colleges with a 10-year history of collective bargaining from 1975 to 1985 were analyzed to determine whether the contracts negotiated in 1975 differed from those negotiated in 1985 in the following areas: appointment, promotion, tenure, termination for cause, retrenchment, class size, number of preparations, schedule of courses, course load, teaching overload and summer school, advising, office hours, registration duties, outside remunerated employment, curriculum, grade alterations, textbook selection, and academic freedom. There are 55 four-year colleges that had negotiated contracts both in 1975 and 1985, of which 70 contracts at 35 four-year colleges were available for analysis. Results are grouped into four areas and include the following: (1) employment decisions (appointment, tenure, termination and retrenchment)--45.7% of the 1985 contracts granted faculties a multiple review, appeal process, and/or grievance procedure, a 22.8% increase over the 1975 contracts; (2) teaching load--an increased number of faculties gained rights by 1985 in class size, course scheduling, teaching overload, and summer school classes; (3) non-teaching responsibilities--gains were made in 1985 in limiting the number and distribution of days for office hours; and (4) academic functions (curriculum, grade alterations, textbook selection, and academic freedom)--few were included in 1975 contracts, but increases in frequency and coding level were found in 1985 contracts. Specific recommendations for future research are made, including the need for data of private vs. public colleges and single-campus vs. multi-campus systems. Data are presented in 6 tables. Contains 13 references. (KM)

ED302172

NEWSLETTER - National Center
for the Study of
Collective Bargaining
in Higher Education
and the Professions

Published at Baruch College - City University of New York - Vol 16, No. 4, Sept/Oct 1988

COLLECTIVE BARGAINING IN FOUR YEAR COLLEGES: A CONTRACT ANALYSIS

Gwen B. Williams, Ed.D.

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

☐ This document has been reproduced as received from the person or organization originating it.

☑ Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.

"PERMISSION TO REPRODUCE THIS MATERIAL IN MICROFICHE ONLY HAS BEEN GRANTED BY

NCSCBHEP

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

HE022124

NEWSLETTER
NATIONAL CENTER FOR THE STUDY OF COLLECTIVE BARGAINING IN HIGHER EDUCATION AND THE PROFESSIONS
Published at Baruch College • City University of New York • Vol. 16, No. 4 • Sept/Oct 1988

Collective Bargaining In Four Year Colleges: A Contract Analysis

Gwen B. Williams, Ed.D.

Editor's Note: Professor Williams research, as printed below, is part of a larger study entitled, "An Analysis of Academic Items in Faculty Collective Bargaining Contracts in Higher Education: A Longitudinal Study". This Newsletter focuses on collective bargaining in higher education in four year institutions, whereas the original study included two year institutions as well. The views represented in this paper are those of Dr. Williams and not necessarily those of NCSCBHEP.

This study systematically analyzes the contracts at four-year institutions of higher education that had a ten-year history of collective bargaining from 1975 to 1985 in order to determine if the contracts negotiated in 1975 differed from those negotiated in 1985 with regard to the academic issues of appointment, promotion, tenure, termination for cause, retrenchment, class size, number of preparations, schedule of courses, course load, teaching overload and summer school, advising, office hours, registration duties, outside remunerated employment, curriculum, grade alterations, textbook selection, and academic freedom. These statistical findings and analysis of data were taken from a larger study which contained an analysis of collective bargaining agreements over a ten-year span from two-year, as well as four-year institutions.

The year 1975 was selected as the baseline year for this analysis for two reasons. First, it leads to a longitudinal study that spans a recent decade. Second, 1975 is generally regarded as the maturation point for collective bargaining among faculty in higher education. It was the watershed year (Gershenfeld & Mortimer, 1979; Guthrie-Morse, Leslie & Hu, 1981; Leslie & Hu, 1977) for faculty compensation. The gains and attention thereafter seemed to shift toward non-economic issues.

SAMPLE

There are 211 institutions of higher education which had faculty collective bargaining contracts in 1975. By the end of 1985, 411 institutions of higher education had such contracts. There are 183 institutions of higher education that had negotiated contracts both in 1975 and in 1985. Of these 183 institutions, 55 are four-year and 128 are two-year.

This study analyzed all available contracts at four-year institutions. The resulting data base consisted of 70 contracts at 35 four-year colleges. (See Appendix A). In order to assess the extent to which faculty unions have penetrated management rights in academic areas within collective bargaining agreements, the formulation of an appropriate scaling code was central to the research. It contains the substance of the investigation. (See Appendix B).

The academic items with their accompanying scaling code ranged from 0 to 4, with different descriptive criteria for each numerical value. The scale was ordinal with rankings showing the direction of faculty control. For example, a contract which contained an academic item which was scaled with a low number revealed the least penetration of faculty control into the academic item, while the highest number showed faculty control over that item.

The contract scaling codes were adapted, modified, and expanded from the scaling codes devised by Chandler and Julius (1979). Their scaling codes ranged from one to five with descriptive criteria for the dependent variables of long-range planning, retrenchment, promotion, appointment, nonrenewal, tenure, and management rights. To date, their contract analysis study of collective bargaining agreements is the most sophisticated of the studies in the field of collective bargaining contract analysis and represents a significant advance from the more simplistic qualitative studies in the field.

TABLE OF CONTENTS

Sample..... 1
Employment Decisions..... 2
Teaching Load..... 3
Non-Teaching Responsibilities..... 4
Academic Functions..... 5
Means & Sign Tests for Matched Pairs..... 6

Dr. Williams is Chairperson, Business and Economics Division, Alvernia College, Reading, Pennsylvania.

The collective bargaining agreements at four-year institutions of higher education underwent content analysis. Contract clauses were scrutinized with regard to the academic items therein. For the purposes of this study, academic items were various non-salary items which directly or substantially affect the faculties' ability to provide educational benefits and services to students. The academic items were largely selected from a pool broadly labeled as academic items in other contract analysis studies (Andes, 1974, 1982; Goodwin & Andes, 1974) that included comprehensive issues within contracts.

It is arguable that some of the items in this study which were categorized as academic in nature could also be categorized as economic and/or personnel-related. It should be understood that for the purposes of this study, these "hybrid" items were included since they have the potential for affecting the academic domain.

The academic items identified in Table 1 were subsumed under broad categories (i.e., employment decisions, teaching load, non-teaching responsibilities, academic functions).

Table 1

Frequency Distribution of Academic Items in 1975 and 1985 Contracts Four-Year Institutions

Clause	1975	1985
Employment Decisions		
Appointment	97.1	97.1
Promotion	97.1	97.1
Tenure	94.3	94.3
Termination for Cause	94.3	97.1
Retrenchment	71.4	91.4
Teaching Load		
Class Size	37.1	54.3
No. of Preparations	31.4	51.4
Schedule of Courses	51.4	77.1
Course Load	74.3	88.6
Teaching Overload & Summer School	48.6	80.0
Non-Teaching Responsibility		
Advising	45.7	77.1
Office Hours	62.9	80.0
Registration Duties	28.6	45.7
Outside Remun. Employment	28.6	51.4
Academic Functions		
Curriculum	45.7	68.6
Grade Alterations	5.7	11.4
Textbook Selection	20.0	31.4
Academic Freedom	74.3	85.7

An initial sample of 1975 and 1985 contracts was perused in order to develop and then test the appropriateness of the scaling codes with regard to both past and current contract language.

An inter-rater reliability study was performed in order to test the objectivity and reliability of the scaling code for each academic item. A panel of faculty members from higher education was given a sample of 1975 and 1985 contracts and asked to code specific academic items. The results were then compared.

For the collection and analysis of data, the following methodology was used. Each academic item in both the 1975 and 1985 collective bargaining contracts from each of the institutions of higher education was scaled. The relative frequency of each scaled level within the code for each academic item was quantified. The mean was determined for all academic items for the entire sample of institutions and for the subsample of four-year institutions, both in 1975 and 1985. Sign tests for matched pairs were undertaken at the .05 level and at the .01 level of significance to determine if there were significant differences in the changes in the ratings of the coded levels of the clauses across the decade.

EMPLOYMENT DECISIONS

The first category, employment decisions, is composed of the academic items of appointment, promotion, tenure, termination for cause, and retrenchment of faculty. As revealed in Table 2, nearly half (48.6%) of the 1975 contracts granted consultation rights to faculties (level 2) over appointment decision-making. Although less than half (45.7%) of the 1985 contracts granted faculties a multiple review, appeal process, and/or grievance procedure (level 3), this figure represented a 22.8 percentage point increase over the 1975 contracts which granted similar level 3 rights.

Faculties at four-year institutions had marginal control over promotion decision-making in the 1975 contracts. For example, nearly one-half (48.6%) of the 1975 contracts were coded at level 2 which granted consultation rights to faculties. In 1985, faculties gained a considerable voice in promotion decision-making. Nearly two-thirds (65.7%) of the 1985 contracts were coded at level 3, which provided for a multiple review, appeal process, and/or grievance procedure. This percentage shift is notable; there was a 31.4 percentage point increase in contracts coded at level 3 between the two sets of contract years.

Faculty control over tenure decision-making in the 1975 contracts appeared to be divided between level 2 rights (42.9%) and level 3 rights (40.0%), thereby, either granting consultation rights, or a multiple review, appeal process, and/or grievance procedure. A distinct majority (68.6%) of the 1985 contracts contained these level 3 rights, a 28.6 percentage point increase over the 1975 contracts.

Table 2

Employment Decisions Clauses
Four-Year Institutions

	Appointment			Promotion	
	1975	1985		1975	1985
Code	%	%	Code	%	%
0	2.9	2.9	0	2.9	2.9
1	25.7	14.3	1	14.3	5.7
2	48.6	37.1	2	48.6	25.7
3	22.9	45.7	3	34.3	65.7
4	0.0	0.0	4	0.0	0.0

	Tenure			Termination for Cause	
	1975	1985		1975	1985
Code	%	%	Code	%	%
0	5.7	5.7	0	5.7	2.9
1	11.4	5.7	1	2.9	2.9
2	42.9	17.1	2	8.6	8.6
3	40.0	68.6	3	82.9	85.7
4	0.0	2.9	4	0.0	0.0

	Retrenchment	
	1975	1985
Code	%	%
0	28.6	8.6
1	0.0	0.0
2	48.6	45.7
3	22.9	42.9
4	0.0	2.9

Note. The descriptive criteria of the scaling codes are provided in the Appendix.

Another contract clause which granted faculties a considerable amount of control was termination-for-cause. The overwhelming majority of contracts in both years, 82.9% in 1975 and 85.7% in 1985, contained clauses coded at level 3, which similarly provided for a multiple review, appeal process, and/or grievance procedure. Although there was only a 2.8 percentage point increase within level 3 between the two contract years, it was notable that only 14.3% of the 1985 contracts failed to contain this contract provision. There was minimal percentage change between 1975 and 1985 at the other levels.

In contrast, faculties had marginal control in the 1975 contracts over retrenchment, the last clause in the employment decisions category. A near majority (48.6%) of the 1975 contracts contained clauses coded at level 2 which gave consultation rights to faculties and/or required the seniority rank system to be followed. The percentages in the 1985 contracts appeared to be divided between level 2 (45.7%) and level 3 (42.9%), the latter level granting to faculties the right to identify the need for retrenchment and retrenchment criteria and the right to a hearing if a faculty member was retrenched. This movement was notable since it represented a 20.0 percentage point increase in level 3 rights.

These overall results are not surprising in light of the results of earlier studies that focused on the changes brought about by collective bargaining at four-year institutions. In various studies that compared pre- and post-collective bargaining levels at four-year institutions, researchers (Harper, 1979; Kemerer & Baldridge, 1980; Lee, 1982; Mortimer & Lozier, 1973) found that unions had increased faculty influence since the onset of collective bargaining with regard to appointment, promotion, and tenure by incorporating formalized provisions into the collective bargaining agreement. The promulgation of formal appeals and grievance procedures resulted in promotion and tenure policies that were considered by faculties to be fairer and more consistent than practices prior to unionization. Likewise, Chandler and Julius (1979) found that, in general, contract clauses on appointment, promotion, and tenure outlined detailed procedures designed to foster professional standards and objectives by describing procedures for the establishment of faculty review committees and their rights.

TEACHING LOAD

The second category, teaching load, is composed of the academic items of class size, number of preparations, schedule of courses, course load, and teaching overload and summer school. As shown in Table 3, a distinct majority of contracts in 1975 made no mention of class size (62.9%) and number of preparations (68.6%). Although a substantial percentage of the 1985 contracts remained coded at level 0 (45.7% and 48.6%, respectively), an increased number of faculties at four-year institutions gained level 3 rights for these two clauses. These findings are not surprising since traditionally class size is not an issue at four-year institutions. Although there is a history of large class sizes held in lecture halls especially for introductory level courses at four-year institutions, there is more of a reliance upon short-answer examinations capable of machine-readable scoring. Moreover, graduate assistant are available to ease the workload of faculty members who are assigned to these massive classes (J. Campbell, personal communication, April 6, 1987; J. Douglas, personal communication, April 3, 1987).

Similarly, an increased number of faculties at four-year institutions gained more control over schedule of courses within the 1985 contracts. Although only 20.0% of the schedule-of-courses clauses in the 1975 contracts granted level 3 rights (a faculty determined schedule subject to administration approval), 42.9% of the 1985 contracts provided for these rights.

Table 3

Teaching Load Clauses
Four-Year Institutions

	Class Size			No. of Preparations	
	1975	1985		1975	1985
Code	%	%	Code	%	%
0	62.9	45.7	0	68.8	48.8
1	14.3	8.6	1	0.0	8.6
2	14.3	5.7	2	2.9	0.0
3	8.6	37.1	3	25.7	40.0
4	0.0	2.9	4	2.9	2.9

	Schedule of Courses			Course Load	
	1975	1985		1975	1985
Code	%	%	Code	%	%
0	48.6	22.9	0	25.7	11.4
1	14.3	2.9	1	14.3	5.7
2	14.3	14.3	2	8.6	0.0
3	20.0	42.9	3	51.4	74.3
4	2.9	17.1	4	0.0	8.6

Teaching Overload and Summer School

	1975	1985
Code	%	%
0	51.4	20.0
1	5.7	2.9
2	11.4	22.9
3	31.4	51.4
4	0.0	2.9

Note. The descriptive criteria of the scaling codes are provided in the Appendix.

In comparison, faculties had considerable control over course load in both the 1975 and the 1985 contracts. The majority of contracts in both years contained clauses coded at level 3 where an "equitable standard" or maximum/minimum number of credit hours or courses were specified within contracts. Specifically, 51.4% of the contracts in 1975 and 74.3% in 1985 contained the aforementioned provisions, representing a 22.9 percentage point increase.

These limitations on course load are important at four-year institutions where promotion and tenure decision-making is tied to research achievements. At those institutions, research productivity becomes a conduit to job security and advancement. However, the more courses faculty members must teach to fulfill their teaching load, the less time is available to devote to their research. Therefore, an emphasis was placed on acquiring limitations for course load clauses for unionized faculties within both sets of contracts at four-year institutions.

In contrast to course-load clauses, teaching-overload-and-summer-school clauses were not mentioned in the majority (51.4%) of the 1975 contracts (level 0). However, in 1985 the same majority (51.4%) of contracts had shifted to level 3 which contained clauses that gave priority to full-time faculty and/or awarded the decision to a departmental or college-wide committee.

NON-TEACHING RESPONSIBILITIES

The third category, non-teaching responsibilities, is composed of the academic items of advising, office hours, registration duties, and outside remunerated employment. As revealed in Table 4, the majority of contracts in 1975 from four-year institutions of higher education were coded at level 0 for advising (54.3%), registration duties (71.4%), and outside remunerated employment (71.4%). The majority (54.3%) of contracts in 1985 were similarly coded at level 0 for registration duties, as well as a near majority (48.6%) for outside remunerated employment. The majority (60.0%) of contracts in 1985 were coded at level 1 for advising clauses thus, only briefly mentioning the academic item.

Table 4

Non-teaching Responsibilities Clauses
Four-Year Institutions

	Advising			Office Hours	
	1975	1985		1975	1985
Code	%	%	Code	%	%
0	54.3	22.9	0	37.1	20.0
1	37.1	60.0	1	2.9	5.7
2	0.0	5.7	2	20.0	14.3
3	8.6	8.6	3	25.7	37.1
4	0.0	2.9	4	14.3	22.9

	Registration Duties			Outside Remun. Employment	
	1975	1985		1975	1985
Code	%	%	Code	%	%
0	71.4	54.3	0	71.4	48.6
1	22.9	34.3	1	0.0	2.9
2	2.9	2.9	2	5.7	2.9
3	0.0	5.7	3	22.9	45.7
4	2.9	2.9	4	0.0	0.0

Note. The descriptive criteria of the scaling codes are provided in the Appendix.

These results parallel the results of Andes' (1982) study of these contract clauses in 1970 and 1980 collective bargaining agreements at four-year institutions. Andes found advising, registration duties, and outside-remunerated-employment clauses were

completely absent from all of the 1970 contracts; and the majority of advising clauses (77.4%), registration-duties clauses (77.4%), and outside-remunerated-employment clauses (70.9%) were similarly absent from the 1980 contracts. It seems that although these academic items were not found in the preponderance of the 1970, 1975, 1980, or 1985 contracts analyzed in both studies, the percentages decreased during these successive periods.

Unlike the advising, registration duties, and outside-remunerated-employment clauses, office-hours clauses had no specific coded level that contained the majority of contracts in either 1975 or 1985. Nevertheless, there was notable movement within level 3, and 11.4 percentage point increase between the two years.

Over one-fifth (25.7%) of the 1975 contracts and over one-third (37.1%) of the 1985 contracts contained clauses limiting the number and distribution of days (level 3). These results seem logical because office hours is the clause in this category most closely affecting a faculty member's workload. Faculties at four-year institutions derive additional monetary compensation from their consulting practices. A stringent number of office hours required across the week impairs their consulting efforts. Therefore, faculty unions attempt to limit both the number of hours and the distribution of days over which these hours must be maintained. Although the students are deprived of their faculty members' attention when office-hour requirements are contractually decreased, management considers office as a non-cost item that can be gratuitously sacrificed at the bargaining table in exchange for another more consequential item.

ACADEMIC FUNCTIONS

The last category, academic functions, is composed of the academic items of curriculum, grade alterations, textbook selection, and academic freedom. As shown in Table 5, the overwhelming majority of both the 1975 and the 1985 contracts were coded at level 0 for grade-alterations clauses and textbook-selection clauses. Specifically, 94.3% of the 1975 contracts and 88.6% of the 1985 contracts neglected to include a policy on grade alterations. Similarly, 80.0% of the 1975 contracts and 68.6% of the 1985 contracts omitted a policy on textbook selection. There was minimal percentage movement among levels for grade-alterations clauses and textbook-selection clauses.

It appears that the overwhelming majority of faculties and administrators did not perceive the necessity to negotiate these two academic items into the collective bargaining agreements. It seems reasonable to conclude that faculties claimed primary influence over grade alterations and textbook selection and regarded these items as an inherent part of their professional responsibilities since a high degree of academic expertise dominates these two tasks. As succinctly stated by Baldridge (1978), "...(the contract is) a vehicle for retaining faculty power where it exists, regaining power where it has been lost, and seizing power where it was never before theirs" (p. 99). Apparently, the collective bargaining agreement was not needed as a vehicle at most four-year institutions in this study to alter existing dominance over grade alterations and textbook selection.

Table 5

Academic Functions Clauses
Four-Year Institutions

	Curriculum			Grade Alterations	
	1975	1985		1975	1985
Code	%	%	Code	%	%
0	54.3	31.4	0	94.3	88.6
1	5.7	5.7	1	5.7	5.7
2	22.9	5.7	2	0.0	0.0
3	14.3	48.6	3	0.0	0.0
4	2.9	8.6	4	0.0	5.7

	Textbook Selection			Academic Freedom	
	1975	1985		1975	1985
Code	%	%	Code	%	%
0	80.0	68.8	0	25.7	14.3
1	0.0	5.7	1	14.3	2.9
2	2.9	2.9	2	37.1	60.0
3	5.7	11.4	3	20.0	17.1
4	11.4	11.4	4	2.9	5.7

Note. The descriptive criteria of the scaling codes are provided in the Appendix.

Seemingly, confirming the findings are the results from Andes' (1982) longitudinal study of 1970 and 1980 collective bargaining agreements from four-year institutions. He found that no policies on grade alterations or textbook selection were included in the 1970 contracts, while in the 1980 contracts, 96.7% did not include grade alterations clauses and 77.4% did not include textbook selection clauses. Despite the differences in sampling, the results of the two studies consistently reveal high percentages of contracts neglecting to include grade alterations and textbook selection.

The majority (54.3%) of curriculum clauses in 1975 contracts were likewise coded at level 0, thus containing no language mentioning the academic item. However, in the 1985 contracts, a near majority (48.6%) were coded at level 3, thus containing language providing an appeal process and/or grievance procedure if the faculty recommendation on curriculum matters was not followed.

Perhaps, faculties at the institutions in this study felt the need for more control due to the fear that administration would retreat from their

traditional liberal arts mission and succumb to the changing interests of students in the 1980s and the fiscal pressures induced by the declining numbers of traditionally-aged students. According to Alfred and Smydra (1985), four-year institutions have begun to inject career education into traditional liberal arts baccalaureate degree programs. Hence, faculty members possibly envisioned their positions imperiled if their institutions curtailed the number of majors offered, the myriad of liberal arts courses required to fulfill graduation requirements for these majors, and the introduction of more vocationally-oriented courses. In addition, it is possible that faculty senates or campus-wide governance committees on curriculum lost some of their control, and faculties looked to unions to regain input as well as to challenge administrators' decision-making on curriculum matters.

Unlike the majority of the curriculum, grade alterations, and textbook-selection clauses which were coded at level 0 in the 1975 contracts, academic-freedom clauses were more evenly dispersed among the coded levels. However, in the 1985 contracts, the majority (60.0%) contained clauses coded at level 2. This figure represented a 22.9 percentage point increase over the 37.1% of the 1975 contracts which contained these level 2 statements.

MEANS AND SIGN TESTS FOR MATCHED PAIRS

The mean for each of the academic items in the 1975 and the 1985 contracts are displayed in Table 6. In addition, the z values for each item resulting from sign tests for matched pairs are also displayed. By inspecting the means for the individual academic items within the 1975 contracts, it is noticeable that the means approximated level 1, with considerable dispersion among the means among certain academic items. For example, grade-alterations clauses and registration-duties clauses had exceedingly low means (.06 and .40, respectively) that were closer to level 0 (no mention of the item). In contrast, two other clauses, tenure and termination for cause, had high means (2.17 and 2.69, respectively) that were within level 2 (faculty consultation).

By inspecting the means for the academic items in the 1985 contracts, it is noticeable that most of the means clustered within or near level 2 (faculty consultation), with considerable dispersion among the means among certain academic items. Grade-alterations clauses and registration-duties clauses had exceedingly low means (.29 and .69, respectively), while tenure clauses and termination-for-cause clauses had exceedingly high means (2.57 and 2.77, respectively). Within both sets of contracts, 1975 and 1985, grade-alterations clauses had the lowest means and termination-for-cause clauses had the highest means. All of the means in the 1985 contracts were higher than in the 1975 contracts, thereby revealing higher levels of faculty control within the 1985 contracts.

The results from the sign tests for matched pairs for the 18 academic items within the 1975 and the 1985 contracts showed significant differences between the two sets of contracts for all but the following academic items: termination for cause, grade alterations, and textbook selection. Statistical analysis also revealed that there were significant differences at the .05 level between the 1975 and the 1985 contract clauses for the academic items of appointment, number of preparations, office hours, registration duties, and academic freedom. In addition, there were significant differences at the .01 level for the academic items of promotion, tenure, retrenchment, class size, schedule of courses, course load, teaching overload and summer school, advising, outside remunerated employment, and curriculum.

Table 6

Means for Coded Levels (1-4) of Scaled Clauses and Sign Test for Matched Pairs 1975 and 1985 Contracts: Four-Year Institutions

Clause	1975 Mean	1985 Mean	Sign Test for Matched Pairs Z Value
Employment Decisions			
Appointment	1.91	2.26	2.31*
Promotion	2.14	2.54	3.36**
Tenure	2.17	2.57	2.84**
Termination for Cause	2.69	2.77	0.00
Retrenchment	1.66	2.31	2.83**
Teaching Load			
Class Size	0.69	1.43	3.46**
No. of Preparations	0.94	1.40	2.33*
Schedule of Courses	1.14	2.29	3.71**
Course Load	1.86	2.63	3.06**
Teaching Overload & Summer School	1.23	2.14	3.30**
Non-Teaching Responsibility			
Advising	0.63	1.09	3.36**
Office Hours	1.77	2.37	2.31*
Registration Duties	0.40	0.69	2.33*
Outside Remuneration Employment	0.80	1.46	3.16**
Academic Functions			
Curriculum	1.06	1.97	3.90**
Grade Alterations	0.06	0.29	1.73
Textbook Selection	0.69	0.91	1.63
Academic Freedom	1.60	1.97	2.31**

Note.
* significant at the .05 level, 2-tailed test
** significant at the .01 level, 2-tailed test

RECOMMENDATIONS

This research was the first comprehensive longitudinal study of contractualization of the academic domain at four-year institutions of higher education. Further research is necessary to replicate and extend these results. It would be beneficial to do a similar study but divide the institutions of higher education into public and private, single campus and multi-campus systems. The problems and concerns of private institutions may be different from those of public institutions, while the problems and concerns of single campuses may be different from multi-campus systems.

The contracts analyzed in this study are not representative of all of the institutions that have adopted collective bargaining. Only those institutions that had two sets of contracts (1975 and 1985) for which both sets were available were included. Therefore, it is recommended that future researchers should select a base year after 1975 when more institutions were involved in collective bargaining, for a longitudinal study that would allow a wider universe of contracts.

Contract analysis of collective bargaining agreements at institutions of higher education should be conducted at regular intervals to determine substantive trends in academic items within the contracts. Comparisons between two sets of contracts (e.g., 1978, 1982) negotiated two years before and after Yeshiva could help to determine if the fears over Yeshiva litigation have altered contract language. In addition to analyzing contracts immediately before and after Yeshiva, contracts with a longer time span before and after the decisions (perhaps five or ten years) should be analyzed in case a time lag impeded the full effects of the decisions.

Furthermore, interviews with management and union negotiators could reveal the bargaining history on the campus, such as revealing information about the items that were negotiated during the bargaining sessions but not included in the final agreement, as well as how the contracts were administered. Interviews with faculty members and administrators could reveal any distinctions between actual campus practices and the perceptions of those practices, and the written procedure in the collective bargaining agreement. Also, attitudinal surveys relating to the degree of perceived faculty participation in academic decision-making and the perceived satisfaction with that level of participation could be administered to faculty members, administrators, and union negotiators. The same 18 academic items researched in this study could be analyzed in such a study. Ideally, two sets of surveys should be conducted — those preceding or paralleling the contract negotiations and those following the implementation of the contracts. A comparison of the data would generate more information about the perceived effects of collective bargaining.

In addition to longitudinally examining the practices and procedures at unionized institutions, it would be advantageous to concomitantly examine the practices and procedures at similary situated nonunionized institutions to determine if there was a parallel gain in faculty control at these non-bargaining institutions. These nonunionized institutions would act as a control group. Thus, causal inferences about the effects of collective bargaining could be proved empirically.

Finally, a case study design could be implemented. Archival and documentary data such as institutional by-laws, policies, handbooks, contracts, and reports along with on-site observations and interviews with campus personnel at selected unionized institutions of higher education would help to discern any patterns of behavior or policies inherent in successfully managed labor relations.

REFERENCES

Alfred, Richard, and Smydra, David. "Reforming Governance: Resolving Challenges to Institutional Authority." In Priorities and Strategies for Effective Leadership. (pp. 199-228). San Francisco: Jossey-Bass. (1985).

Andes, John. Developing Trends in Content of Collective Bargaining Contracts in Higher Education. Washington, D.C.: Academic Collective Bargaining Information Service. (ERIC Document Reproduction Services No. ED 092 036). (1974).

Andes, John. "A Decade of Development in Higher Education Collective Bargaining: Changes in Contract Content." Journal of Collective Bargaining Negotiations, 1, 285-296. (1982).

Baldridge, J. Victor. Power and Conflict in the University. San Francisco: Jossey-Bass. (1978).

Chandler, Margaret L., and Julius, Daniel J. Faculty vs. Administration Rights Issues in Academic Collective Bargaining. New York, N.Y.: The National Center for the Study of Collective Bargaining in Higher Education. (1979).

Gershenfeld, Walter J., and Mortimer, Kenneth P. "Faculty Collective Bargaining Activity in Pennsylvania, 1970-1975." Journal of Collective Negotiations in the Public Sector, 8 131-149. (1979).

Goodwin, Harold I., and Andes, John. Collective Bargaining in Higher Education: Contract Content - 1973. Morgantown: West Virginia University. (1974).

Guthrie-Morse, Barbara; Leslie, Larry L.; and Hu, Teh-Wei. "Assessing the Impact of Faculty Unions: The Financial Implications of Collective Bargaining." Journal of Higher Education, 52, 237-255. (1981).

Harper, Earl. "Faculty Perceptions of Economic Aspects, Structure, and Professionalism Factors

at Unionized and Non-unionized Institutions of Higher Education in the Northeast Region of the United States." (Doctoral Dissertation, Texas Tech University). Dissertation Abstracts International, 40, 1585A. (1979).

Kemerer, Frank R., and Baldridge, J. Victor. "Unions in Higher Education: The Going Gets Tougher." Phi Delta Kappan, 61, 714-715. (1980).

Lee, Barbara A. "Contractually Protected Governance Systems of Unionized Colleges." Review of Higher Education, 5 69-85. (1982).

Leslie, Larry, and Hu, Teh-Wei. "The Financial Implications of Collective Bargaining." Journal of Education Finance, 3, 32-53. (Summer 1977).

Mortimer, Kenneth, and Lozier, Gregory. "Contracts of Four-year Institutions." In E. D. Duryea and Robert S. Fisk (eds.) Faculty Unions and Collective Bargaining. San Francisco: Jossey-Bass. (1973).

APPENDIX A

Four-Year Institutions of Higher Education

Institutions	Contract Year	Contract Year
Adelphi	1973-1976	1984-1987
Bard	1974-1975	1984-1985
Bloomfield	1975-1977	1985-1987
Bryant	1973-1975	1983-1986
Central Michigan	1974-1977	1984-1987
City Univ. of N.Y.	1973-1975	1984-1987
Eastern Montana	1975-1977	1981-1985
Emerson (organized 1975)	1976-1978	1984-1987
Fairleigh Dickinson	1974-1976	1984-1986
Ferris State	1973-1975	1984-1987
Franklin Pierce	1974-1975	1981-1985
Hofstra	1973-1976	1982-1985
Lincoln	1973-1975	1983-1986
Long Island U.-C.W. Post	1974-1977	1980-1985
Long Island U.-Southhampton	1974-1977	1984-1988
Monmouth	1973-1976	1983-1985
Moore College of Art	1974-1976	1983-1985
N.J. Inst. of Technology	1973-1976	1983-1986
N.J. State College System	1974-1976	1983-1986
Northern Michigan	1975-1977	1984-1987
Oakland University	1974-1975	1983-1985
Pa. State College & U. Sys.	1974-1977	1984-1987
Pratt Institute	1973-1975	1983-1986
Quinnipiac	1975-1978	1984-1985
Regis	1973-1975	1984-1987
Rhode Island College	1974-1975	1983-1985
Rider	1974-1976	1982-1985
Rutgers	1972-1975	1983-1986
Saginaw Valley	1974-1975	1984-1987
Univ. of Bridgeport	1974-1975	1984-1987
Univ. of Delaware	1974-1975	1984-1986
Univ. of Dubuque Seminary	1975-1976	1983-1985
Univ. of Hawaii	1973-1976	1983-1985
Western Montana	1975-1977	1983-1985
Youngstown State Univ.	1973-1975	1982-1986

APPENDIX B

Scaling Code

0 No mention in contract

1 Brief mention, but no specification of faculty rights or control; explicit reservation as a management right.[1]

2 Administration consultation[2] with faculty, but decision made by administration.

3 Increased faculty control.[3]

4 Faculty control over item.[4]

---

1. An exception to this is 'office hours', where a ranking of 1 refers to a "specific minimum with or without distribution across days within the week subject to administrative approval".

2. Exceptions to this are 'office hours', where a ranking of 2 refers to a "specific minimum with distribution", 'outside remunerated employment', where it refers to "permitted with prior administration approval", and 'academic freedom', where it refers to a "parallel statement of academic freedom and responsibility".

3. Exceptions to this are 'office hours' where a ranking of 3 refers to a "specific minimum without distribution", 'outside remunerated employment' where it refers to "permitted if it does not impair academic effectiveness or conflict with faculty duties; if administration disapproves, has right of appeal", and 'academic freedom' where it refers to "incorporation of the 1940 Statement of Academic Freedom and Tenure".

4. An exception to this is 'academic freedom' where a ranking of 4 refers to "lengthy presentation incorporating 1940 AAUP Statement plus additional statements".

NATIONAL CENTER NEWSLETTER

A publication of the National Center issued five times during the year. Annual subscription rate: $25; single copy, $5.00; free to Center members. Back issues available. ISSN 0737-9285

Editor and Director of the Center: Joel M. Douglas
Executive Assistant to the Director: Beth Johnson
Administrative Assistant: Ruby N. Hill
Research Assistants: Beth Genya Cohen
Jasmine Tata

Address all inquiries and contributions to the National Center for the Study of Collective Bargaining in Higher Education and the Professions, Baruch College, 17 Lexington Avenue, Box 322, New York, N.Y. 10010. Telephone: (212) 725-3390.